

1 BILL NO. S-85-05- 05

2 SPECIAL ORDINANCE NO. S- 80-85

3 AN ORDINANCE approving Civil City
4 Purchase Order Numbers A-39908 and
5 A-39909 with Martin, Inc. and
6 Richard Ness Excavating, respectively,
for the Safe Housing Enforcement Di-
vision of the City of Fort Wayne,
Indiana.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That Civil City Purchase Order Numbers
10 A-39908 and A-39909, between the City of Fort Wayne, by and through
11 the Civil City Purchasing Agent and the Department of Purchasing
12 with Martin, Inc. and Richard Ness Excavating, respectively, for:

13 the awarding of a bid with respect
14 to the demolition of various houses
15 under the Safe Housing Enforcement
Division;

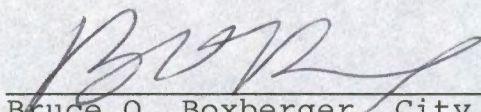
16 involving a total cost of Three Hundred Nineteen Thousand Four
17 Hundred Thirty-Nine and No/100 Dollars (\$319,439.00) - (Martin,
18 Inc. - \$300,000.00; Richard Ness Excavating - \$19,439.00), all as
19 more particularly set forth in said Purchase Orders, which are on
20 file in the Office of the Department of Purchasing, and are by
21 reference incorporated herein, made a part hereof, and are hereby
22 in all things ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage, and any and all necessary
25 approval by the Mayor.

26
27 

Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30
31 

Bruce O. Boxberger, City Attorney

32

Read the first time in full and on motion by _____,
seconded by Steve, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19_____, at _____ o'clock _____ .M., E.S

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart,
seconded by Steve, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-28-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-80-85
on the 28th day of May, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of May, 1985,
at the hour of 11:30 o'clock A. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May,
1985, at the hour of 3:00 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

FORM FWPO-1
APPROVED BY THE
STATE BOARD OF
ACCOUNTS FOR
CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

City of Fort Wayne

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

PURCHASE ORDER NUMBER

A- 39908

DATE 05/08/85

REQ. NO. 00044

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

X X

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER: 95-008-DMA-04-415

C039908

CN

N/A

CASH DISCOUNT TERMS	% IF PAID WITHIN	DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)
2/10	2	10
1/15	1	15
1/30	1	30
1/60	1	60
1/90	1	90
1/120	1	120
1/150	1	150
1/180	1	180
1/210	1	210
1/240	1	240
1/270	1	270
1/300	1	300
1/330	1	330
1/360	1	360
1/390	1	390
1/420	1	420
1/450	1	450
1/480	1	480
1/510	1	510
1/540	1	540
1/570	1	570
1/600	1	600
1/630	1	630
1/660	1	660
1/690	1	690
1/720	1	720
1/750	1	750
1/780	1	780
1/810	1	810
1/840	1	840
1/870	1	870
1/900	1	900
1/930	1	930
1/960	1	960
1/990	1	990
1/1020	1	1020
1/1050	1	1050
1/1080	1	1080
1/1110	1	1110
1/1140	1	1140
1/1170	1	1170
1/1200	1	1200
1/1230	1	1230
1/1260	1	1260
1/1290	1	1290
1/1320	1	1320
1/1350	1	1350
1/1380	1	1380
1/1410	1	1410
1/1440	1	1440
1/1470	1	1470
1/1500	1	1500
1/1530	1	1530
1/1560	1	1560
1/1590	1	1590
1/1620	1	1620
1/1650	1	1650
1/1680	1	1680
1/1710	1	1710
1/1740	1	1740
1/1770	1	1770
1/1800	1	1800
1/1830	1	1830
1/1860	1	1860
1/1890	1	1890
1/1920	1	1920
1/1950	1	1950
1/1980	1	1980
1/2010	1	2010
1/2040	1	2040
1/2070	1	2070
1/2100	1	2100
1/2130	1	2130
1/2160	1	2160
1/2190	1	2190
1/2220	1	2220
1/2250	1	2250
1/2280	1	2280
1/2310	1	2310
1/2340	1	2340
1/2370	1	2370
1/2400	1	2400
1/2430	1	2430
1/2460	1	2460
1/2490	1	2490
1/2520	1	2520
1/2550	1	2550
1/2580	1	2580
1/2610	1	2610
1/2640	1	2640
1/2670	1	2670
1/2700	1	2700
1/2730	1	2730
1/2760	1	2760
1/2790	1	2790
1/2820	1	2820
1/2850	1	2850
1/2880	1	2880
1/2910	1	2910
1/2940	1	2940
1/2970	1	2970
1/3000	1	3000
1/3030	1	3030
1/3060	1	3060
1/3090	1	3090
1/3120	1	3120
1/3150	1	3150
1/3180	1	3180
1/3210	1	3210
1/3240	1	3240
1/3270	1	3270
1/3300	1	3300
1/3330	1	3330
1/3360	1	3360

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1	FMT	*001 BID REFERENCE #1199	300.00	300.00
		DEMOLITION OF PROPERTY		
		2518 WEISSER PARK		
		SUBJECT TO COUNCILMANIC APPROVAL:		
		ORDINANCE NO: _____		
		DATE: _____		
		FOR INFORMATION: PURCHASING		
		219-427-1101		
		TOTAL		300.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUOTATION
KINDLY RETURN
IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

FORM FWPO-1
APPROVED BY THE
STATE BOARD OF
ACCOUNTS FOR
CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

City of Fort Wayne

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

PURCHASE ORDER NUMBER

A- 39909

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

COMMUNITY DEVEL. & PLANNING 680
ONE MAIN ST RM 800
FORT WAYNE IN 46802

RICHARD NESS 1478-01
EXCAVATING & TRUCKING
P.O. BOX 455
HUNTINGTON IN 46748

DELIVER TO: DEPART-
MENT OR DIVISION

SAFE HOUSING ENFORCEMENT DIV.
124 WEST WAYNE STREET
SUITE 204
FORT WAYNE, IN 46802

DATE 05/08/85

REQ. NO. 00045

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER: -95-008-DMA-04-415

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

C039909

CM

N/A

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
1	LST	*001 PER BID REFERENCE #1199	9439.00	19439.00
		DEMOLITION OF PROPERTIES:		
		2402 BIRCHWOOD-----	\$1,455.00	
		1502 FLETCHER-----	\$1,755.00	
		1441 HUESTIS-----	\$1,755.00	
		526 LEITH-----	\$1,930.00	
		920 LIBERTY-----	\$1,680.00	
		1011 LIBERTY-----	\$1,680.00	
		1019 LIBERTY-----	\$1,755.00	
		2518 LILLIE-----	\$1,934.00	
		1626 EAST WAYNE-----	\$1,780.00	
		1705 EAST WAYNE-----	\$1,780.00	
		2434 WEISSER PARK-----	\$1,935.00	
		TOTAL ORDER-----	\$19,439.00	
		SUBJECT TO COUNCILMANIC APPROVAL:		
		ORDINANCE NO:-----		
		DATE:-----		
FOR INFORMATION:	PURCHASING	219-427-1101	TOTAL	19439.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC. NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHOR-
IZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PP/PP

BID # 1199
MAY 1, 1985
DEMOLITIONS

	2402	1502	1441	526	920	1011	1019	1022	2518	1626	1705	2434	2518
	BIRCHWOOD	FLETCHER	HUESTIS	LEITH	LIBERTY	LIBERTY	LIBERTY	LIBERTY	LILLIE	E.WAYNE	E.WAYNE	WEISSER PARK	WEISSER PARK
MARTIN ENTER.	\$2,175.00	\$2,095.00	\$2,285.00	\$3,155.00	\$2,285.00	\$2,175.00	\$2,175.00	\$3,175.00	\$2,215.00	\$3,175.00	\$2,175.00	\$2,385.00	\$300.00
NESS	\$1,455.00	\$1,755.00	\$1,755.00	\$1,930.00	\$1,680.00	\$1,680.00	\$1,755.00	\$2,350.00	\$1,934.00	\$1,780.00	\$1,780.00	\$1,935.00	\$600.00

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Carol J. Offerle

DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division SAFE HOUSING ENFORCEMENT DIVISION (SHED)

Address 124 W. WAYNE STREET, SUITE 204, FORT WAYNE, IN 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids WEDNESDAY, MAY 1, 1985 at 10:00 am

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		DEMOLITION OF THIRTEEN (13) STRUCTURES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS.		
		2402 Birchwood	\$1,455.00	
		1502 Fletcher	1,755.00	
		1441 Huestis	1,755.00	
		526 Leith	1,930.00	
		920 Liberty	1,680.00	
		1011 Liberty	1,680.00	
		1019 Liberty	1,755.00	
		1022 Liberty	2,350.00	
		2518 Lillie	1,934.00	
		1626 East Wayne	1,780.00	
		1705 East Wayne	1,780.00	
		2434 Weisser Park	1,935.00	
		2518 Weisser Park—Garage Only	600.00	
				\$22,389
		AFFIRMATIVE ACTION: ON FILE: <input checked="" type="checkbox"/> ATTACHED: <input type="checkbox"/>		

id Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 18 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the net opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Richard Ness Excav. & Trkg. Co., Inc.

Per *Richard Ness* Name of Company President

Address #1 Hitzfield Street
Huntington, Indiana

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

Five Percent (5%) of Maximum Bid----- Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. _____

in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

on _____ Dollars
of _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

RICHARD NESS EXCAVATING & TRUCKING, INC.

Name of Bidder—Print or Type

By

Richard Ness
Signature of Person Authorized to Sign

Title: PRESIDENT

P.O. Box 455,

Street Name and Number

Huntington, IN 46750

City, State and Zip Code

Date: 5/1/85

SEE COVER LETTER

UNITED STATES FIDELITY & GUARANTY CO.

Name of Company — Print or Type

Incorporated

In the State of: MARYLAND

Address: BALTIMORE, MARYLAND

By

[Signature]
ATTORNEY IN FACT this 1st

SURETY

DATE 5/1/85

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXXX~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By A. Nord Bjorke
Vice-President.

(SEAL)

(Signed)

Jack S. Mallinger
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

ss:

On this 2nd day of November, A. D. 1984, before me personally came A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND,
BALTIMORE CITY,

Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984

(SEAL)

(Signed)

Sandra E. Banks

Clerk of the Circuit Court for Baltimore City.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room 940, One Main St.
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of 100% of the total bid amount. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

**See Specifications (page 11 of 24)

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME	TITLE
<u>Carol Offerle (427-1101)</u>	<u>Director of Purchasing</u>
<u>Kathy Sharp (427-1324)</u>	<u>Director of S. H. E. D.</u>

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing Enforcement Department, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 10 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing Enforcement Department Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nail and other tire puncturing items shall not be dropped on streets, alleys and adjacent property.

Existing public streets, curbs and sidewalks shall be pro-

tected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the rear. Lanterns or lights shall be placed at night for the protection of the public. Warning signs shall also be placed. The contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the work day.

3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc. shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%) and backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.

4. All sewer and drain lines shall be cut and plugged by the contractor in accordance with Exhibit C and shall be subject to inspection. It is contractor's responsibility to schedule necessary inspections with the Water Pollution Control Department.

5. PROCEDURE FOR DISCONNECTIONS OF WATER SERVICE PIPES BY PRIVATE CONTRACTOR:

a. Contractor shall obtain a right-of-way cut permit where applicable from the City Right-of-Way Permit Department, Room 780.

b. Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four (24) hours advance request.) The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the "off" position.

c. Contractor shall excavate at the point of disconnect from the curb stop, and shall cut the service pipe at a point one (1) foot from the curb stop on the side leading to the property. If the service pipe is lead or copper, it shall be thoroughly crimped to prevent water from entering or exiting. If the service pipe is rigid threaded pipe, it shall be unscrewed from the curb stop, and a pipe plug of the proper size shall be firmly installed to prevent leakage.

d. Before backfilling, Contractor shall call the Water Maintenance Department for inspection to verify that curb stop is "off" and to record disconnection, (minimum of 2 hour notice for inspection - no inspection will be scheduled the same day if request is received after 2:30 p.m. No inspections made on Saturday, Sunday, or Holidays).

e. After inspection and upon acceptance, Contractor shall properly backfill excavation and restore surface in accor-

dance with requirements of the Right-of-Way Permit Department.

f. Any damage to the Utility's facilities, due to the Contractor's negligence, shall be repaired at the Contractor's expense.

6. Contractor shall call for and receive at least two (2) inspections by the Allen County Building Department. The first inspection shall be made after the basement floor is broken and after the basement walls etc. are removed, as covered in item E-3, herein, and before any backfill is placed.

The second inspection shall be made after the backfill is completed and all debris is removed from site. Backfill is to be graded reasonably high enough above surrounding grade that when the backfilled area settles, it will not pocket water. Final payment shall be withheld until after this inspection has proven the work is completed to specifications.

It shall be the contractors's responsibility to call for each of these inspections. Failure to do so shall constitute a violation of specifications and give justification for withholding payment.

7. Contractor shall be liable for any and all damage to curbs, streets, alleys, and all other public property caused during demolition and removal of debris from site.

8. Care must be taken to protect existing trees, overhead wiring and property markers. A ten (10) foot safety zone will be maintained between equipment and overhead wiring at all times.

9. Contractor shall submit a letter from the owner of an approved dumping site stating that the dump can legally accept all debris from the demolished buildings.

10. A. Underground tanks present in areas shall be removed in accordance with the requirements of the City-County Building Department. Cisterns present in the demolition area shall be found, uncovered, and filled by the contractor in accordance with the requirements for basements depending on location.

- B. When a structure to be demolished has an areaway under an adjacent sidewalk, street, alley, driveway, or other paved thoroughfare, and said areaway is covered by a protective grating or door, that areaway must be filled to a point even with the surrounding surface, with Bank Gravel, and must be

compacted the same as basements, as in paragraph E-3, and the protective grating or door must be replaced and securely fastened to prevent casual removal.

11. It shall be the responsibility of the contractor to leave an area in a clean manner. No debris is to be left scattered on site. The top 12" shall be backfilled with a soil suitable for support of vegetation.

12. Manhole and catch basin castings and fire hydrants shall be protected and left intact.

13. Fences shall be removed and posts broken off 2 feet below grade.

14. The Bidder, as a part of his/her bid, shall fill in the blank space in Paragraph "C" stating how soon he/she begin work. These figures will be taken into consideration at the time of the award of the contract.

15. At no time will structures be burned or materials burned, or any fires permitted on site.

16. If the contractor who is awarded the contract subcontracts for labor, materials and/or machinery, such subcontracts shall be made known to Safe Housing in writing. All work performed by subcontractors shall be the full responsibility of the primary contractor.

17. The Enforcement Manager for Safe Housing shall meet the contractor at the property site before demolition begins. This is to insure that the proper structure(s) designated for demolition are identified.

18. Final approval for payment shall be based on the site review by the Enforcement Manager of Safe Housing, and signature of the Administrator of Safe Housing.

NOTE...ON PAGE TWELVE OF TWENTY-THREE, POINT D., THE FIVE-DAY PERIOD REFERRED TO SHOULD BE "FIVE CALENDAR DAYS".

BID REFERENCE NO. 1199
PRICE SHEET

page 15 of 24

	UNIT	/	PRICE
1. 2402 BIRCHWOOD	1	/	\$1,455.00
2. 1502 FLETCHER	1	/	1,755.00
3. 1441 HUESTIS	1	/	1,755.00
4. 526 LEITH	1	/	1,930.00
5. 920 LIBERTY	1	/	1,680.00
6. 1011 LIBERTY	1	/	1,680.00
7. 1019 LIBERTY	1	/	1,755.00
8. 1022 LIBERTY	1	/	2,350.00
9. 2518 LILLIE	1	/	1,934.00
10. 1626 EAST WAYNE	1	/	1,780.00
11. 1705 EAST WAYNE	1	/	1,780.00
12. 2434 WEISSER PARK	1	/	1,935.00
13. 2518 WEISSER PARK - <u>GARAGE ONLY</u>	1	/	600.00
TOTAL:			\$22,389

WATER POLLUTION CONTROL ENGINEERING BUILDING SEWER DISCONNECT STANDARD

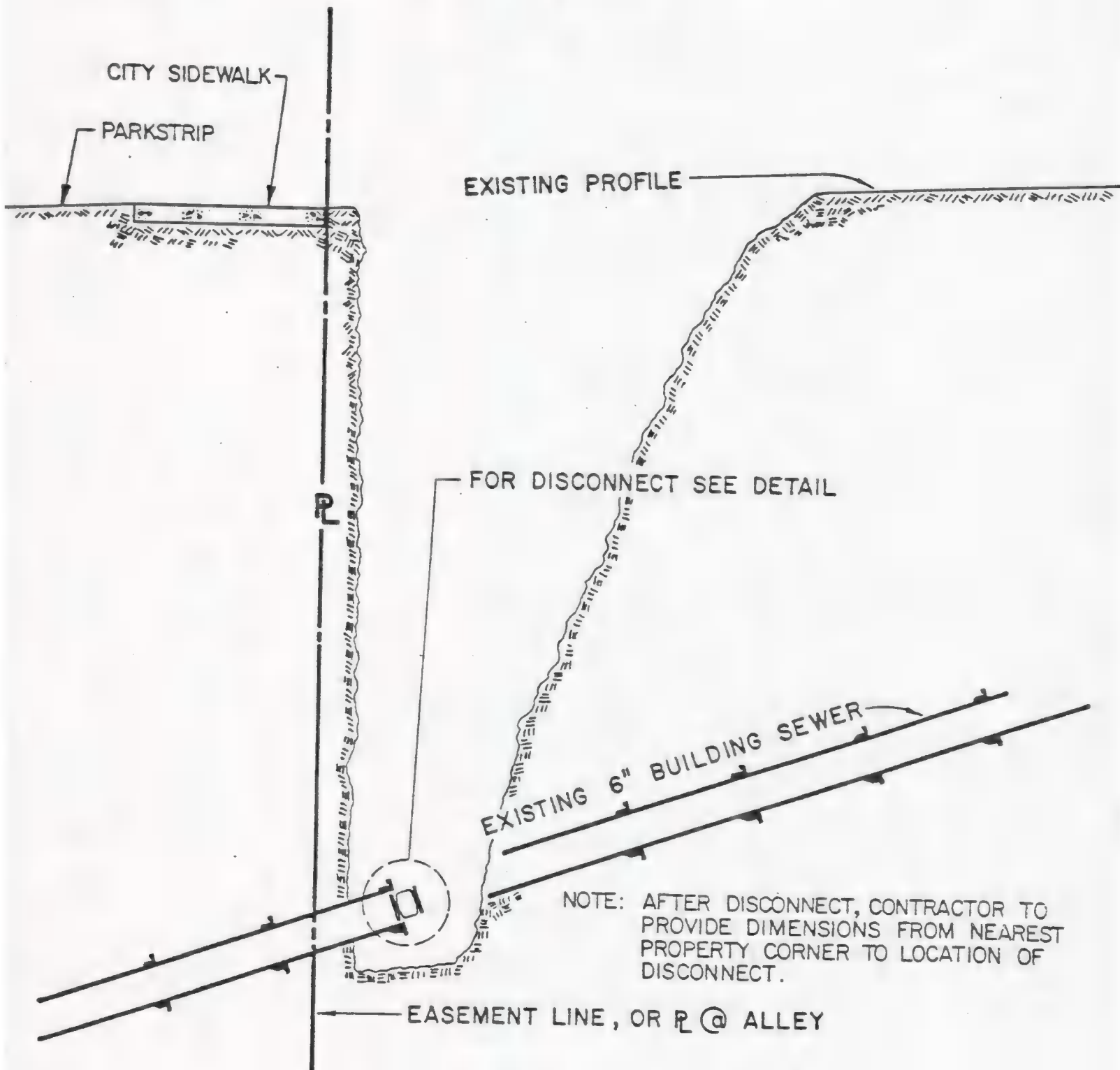
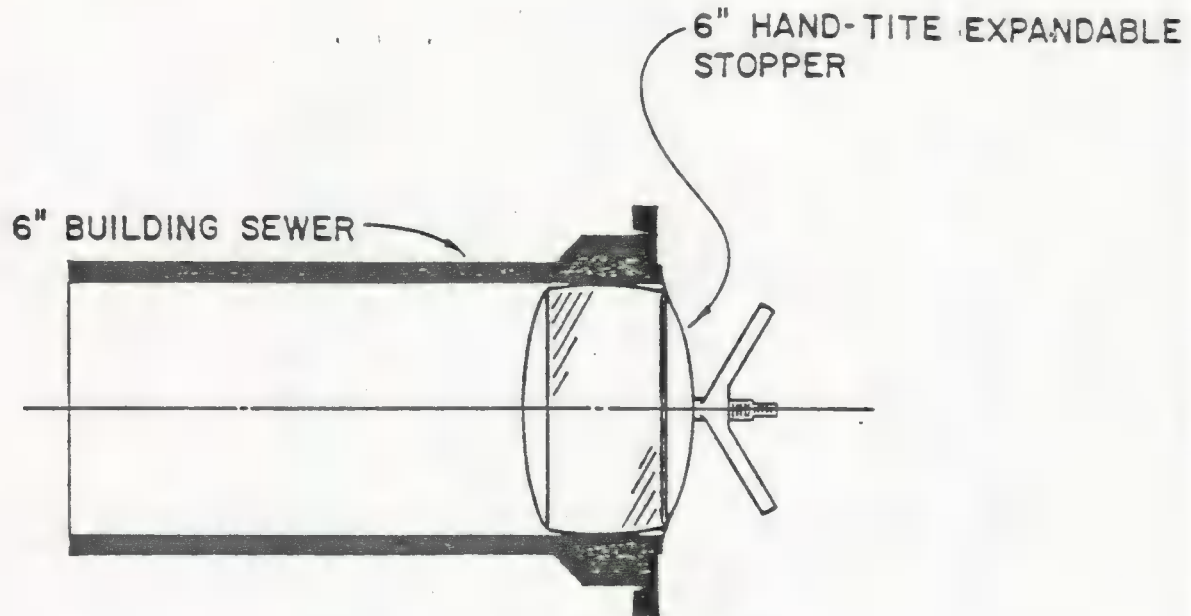
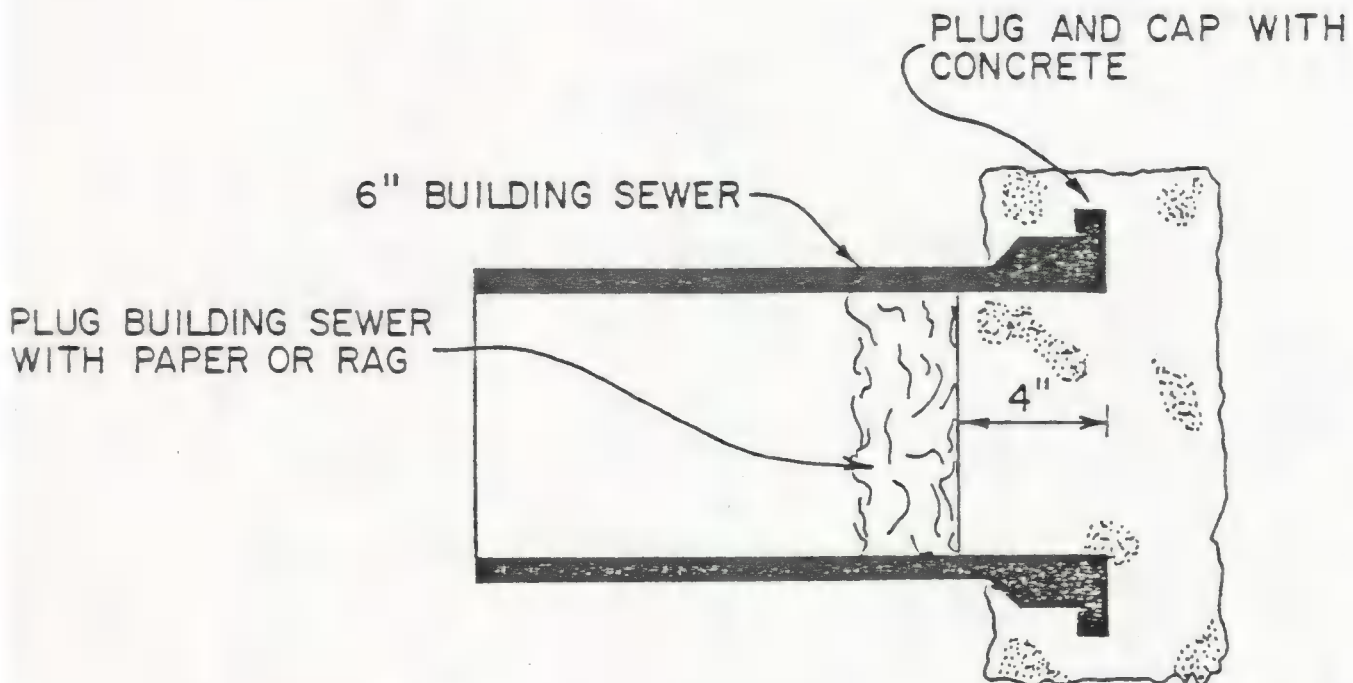


EXHIBIT "A"



NOTE: CONTRACTOR TO INSTALL PLUG AT BELL
OR TO MAKE A SQUARE CUT WITH APPROPRIATE TOOL.

DETAIL I



NOTE: CONTRACTOR TO INSTALL PLUG AT BELL OR TO MAKE
A SQUARE CUT WITH APPROPRIATE TOOL.

DETAIL II

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.


6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

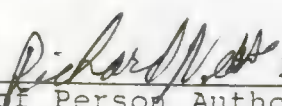
BID NO. 1199
BID DATE: 5/1/85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits fifteen percent (15 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1.	No firm as now contacted, but will if required during the length of contract. We have list on hand from previous work.
2.	
3.	
4.	

Submitted on: May, 1, , 1985

By Richard Ness Excav. & Trkg. Co., Inc.
(Company Name)

Richard Ness  President
(Name & Title of Person Authorized to sign)

Business Address: #1 Mitzfield Street
Huntington, IN 46750

Phone Number: 219/236-1150 or 672-3836

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Huntington } SS:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Richard Ness
President

Bidder or Agent

For Richard Ness Excav. & Trkg. Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 1st day of May, 1985

My Commission Expires

Dec. 5, 1986

Keith E. Steele
Keith E. Steele

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Carol J. Offerle

DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division SAFE HOUSING ENFORCEMENT DIVISION (SHED)

Address 124 W. WAYNE STREET, SUITE 204, FORT WAYNE, IN 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids WEDNESDAY, MAY 1, 1985 at 10:00 am

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1404. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		DEMOLITION OF THIRTEEN (13) STRUCTURES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS.		\$ 29,770
AFFIRMATIVE ACTION: ON FILE: ATTACHED: X				

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%

See instruction form No. 18 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Signature: Martin Enterprises, Inc.
Name of Company: Lew Martin
Title: Pres
Address: 4315 Meyer Rd
City: Ft. Wayne, Ind.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room 940, One Main St.
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of 100% of the total bid amount. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

**See Specifications (page 11 of 24)

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME	TITLE
<u>Carol Offerle (427-1101)</u>	<u>Director of Purchasing</u>
<u>Kathy Sharp (427-1324)</u>	<u>Director of S. H. E. D.</u>

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing Enforcement Department, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 15 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing Enforcement Department Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nail and other tire puncturing items shall not be dropped on streets, alleys and adjacent property.
- Existing public streets, curbs and sidewalks shall be pro-

tected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the rear. Lanterns or lights shall be placed at night for the protection of the public. Warning signs shall also be placed. The contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the work day.

3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc. shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%) and backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.

4. All sewer and drain lines shall be cut and plugged by the contractor in accordance with Exhibit C and shall be subject to inspection. It is contractor's responsibility to schedule necessary inspections with the Water Pollution Control Department.

5. PROCEDURE FOR DISCONNECTIONS OF WATER SERVICE PIPES BY PRIVATE CONTRACTOR:

a. Contractor shall obtain a right-of-way cut permit where applicable from the City Right-of-Way Permit Department, Room 780.

b. Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four (24) hours advance request.) The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the "off" position.

c. Contractor shall excavate at the point of disconnect from the curb stop, and shall cut the service pipe at a point one (1) foot from the curb stop on the side leading to the property. If the service pipe is lead or copper, it shall be thoroughly crimped to prevent water from entering or exiting. If the service pipe is rigid threaded pipe, it shall be unscrewed from the curb stop, and a pipe plug of the proper size shall be firmly installed to prevent leakage.

d. Before backfilling, Contractor shall call the Water Maintenance Department for inspection to verify that curb stop is "off" and to record disconnection, (minimum of 2 hour notice for inspection - no inspection will be scheduled the same day if request is received after 2:30 p.m. No inspections made on Saturday, Sunday, or Holidays).

e. After inspection and upon acceptance, Contractor shall properly backfill excavation and restore surface in accor-

dance with requirements of the Right-of-Way Permit Department.

f. Any damage to the Utility's facilities, due to the Contractor's negligence, shall be repaired at the Contractor's expense.

6. Contractor shall call for and receive at least two (2) inspections by the Allen County Building Department. The first inspection shall be made after the basement floor is broken and after the basement walls etc. are removed, as covered in item E-3, herein, and before any backfill is placed.

The second inspection shall be made after the backfill is completed and all debris is removed from site. Backfill is to be graded reasonably high enough above surrounding grade that when the backfilled area settles, it will not pocket water. Final payment shall be withheld until after this inspection has proven the work is completed to specifications.

It shall be the contractors's responsibility to call for each of these inspections. Failure to do so shall constitute a violation of specifications and give justification for withholding payment.

7. Contractor shall be liable for any and all damage to curbs, streets, alleys, and all other public property caused during demolition and removal of debris from site.

8. Care must be taken to protect existing trees, overhead wiring and property markers. A ten (10) foot safety zone will be maintained between equipment and overhead wiring at all times.

9. Contractor shall submit a letter from the owner of an approved dumping site stating that the dump can legally accept all debris from the demolished buildings.

10. A. Underground tanks present in areas shall be removed in accordance with the requirements of the City-County Building Department. Cisterns present in the demolition area shall be found, uncovered, and filled by the contractor in accordance with the requirements for basements depending on location.

- B. When a structure to be demolished has an areaway under an adjacent sidewalk, street, alley, driveway, or other paved thoroughfare, and said areaway is covered by a protective grating or door, that areaway must be filled to a point even with the surrounding surface, with Bank Gravel, and must be

compacted the same as basements, as in paragraph E-3, and the protective grating or door must be replaced and securely fastened to prevent casual removal.

11. It shall be the responsibility of the contractor to leave an area in a clean manner. No debris is to be left scattered on site. The top 12" shall be backfilled with a soil suitable for support of vegetation.

12. Manhole and catch basin castings and fire hydrants shall be protected and left intact.

13. Fences shall be removed and posts broken off 2 feet below grade.

14. The Bidder, as a part of his/her bid, shall fill in the blank space in Paragraph "C" stating how soon he/she begin work. These figures will be taken into consideration at the time of the award of the contract.

15. At no time will structures be burned or materials burned, or any fires permitted on site.

16. If the contractor who is awarded the contract subcontracts for labor, materials and/or machinery, such subcontracts shall be made known to Safe Housing in writing. All work performed by subcontractors shall be the full responsibility of the primary contractor.

17. The Enforcement Manager for Safe Housing shall meet the contractor at the property site before demolition begins. This is to insure that the proper structure(s) designated for demolition are identified.

18. Final approval for payment shall be based on the site review by the Enforcement Manager of Safe Housing, and signature of the Administrator of Safe Housing.

NOTE...ON PAGE TWELVE OF TWENTY-THREE, POINT D., THE FIVE-DAY PERIOD REFERRED TO SHOULD BE "FIVE CALENDAR DAYS".

	UNIT	/	PRICE
1. 2402 BIRCHWOOD		/	2,175 ⁰⁰
2. 1502 FLETCHER		/	2,095 ⁰⁰
3. 1441 HUESTIS		/	2,285 ⁰⁰
4. 526 LEITH		/	3,155 ⁰⁰
5. 920 LIBERTY		/	2,285 ⁰⁰
6. 1011 LIBERTY		/	2,175 ⁰⁰
7. 1019 LIBERTY		/	2,175 ⁰⁰
8. 1022 LIBERTY		/	3,175 ⁰⁰
9. 2518 LILLIE		/	2,215 ⁰⁰
10. 1626 EAST WAYNE		/	3,175 ⁰⁰
11. 1705 EAST WAYNE		/	2,175 ⁰⁰
12. 2434 WEISSER PARK		/	2,385 ⁰⁰
13. 2518 WEISSER PARK - <u>GARAGE ONLY</u>		/	300 ⁰⁰
TOTAL:			<u>\$29,770⁰⁰</u>

WATER POLLUTION CONTROL ENGINEERING BUILDING SEWER DISCONNECT STANDARD

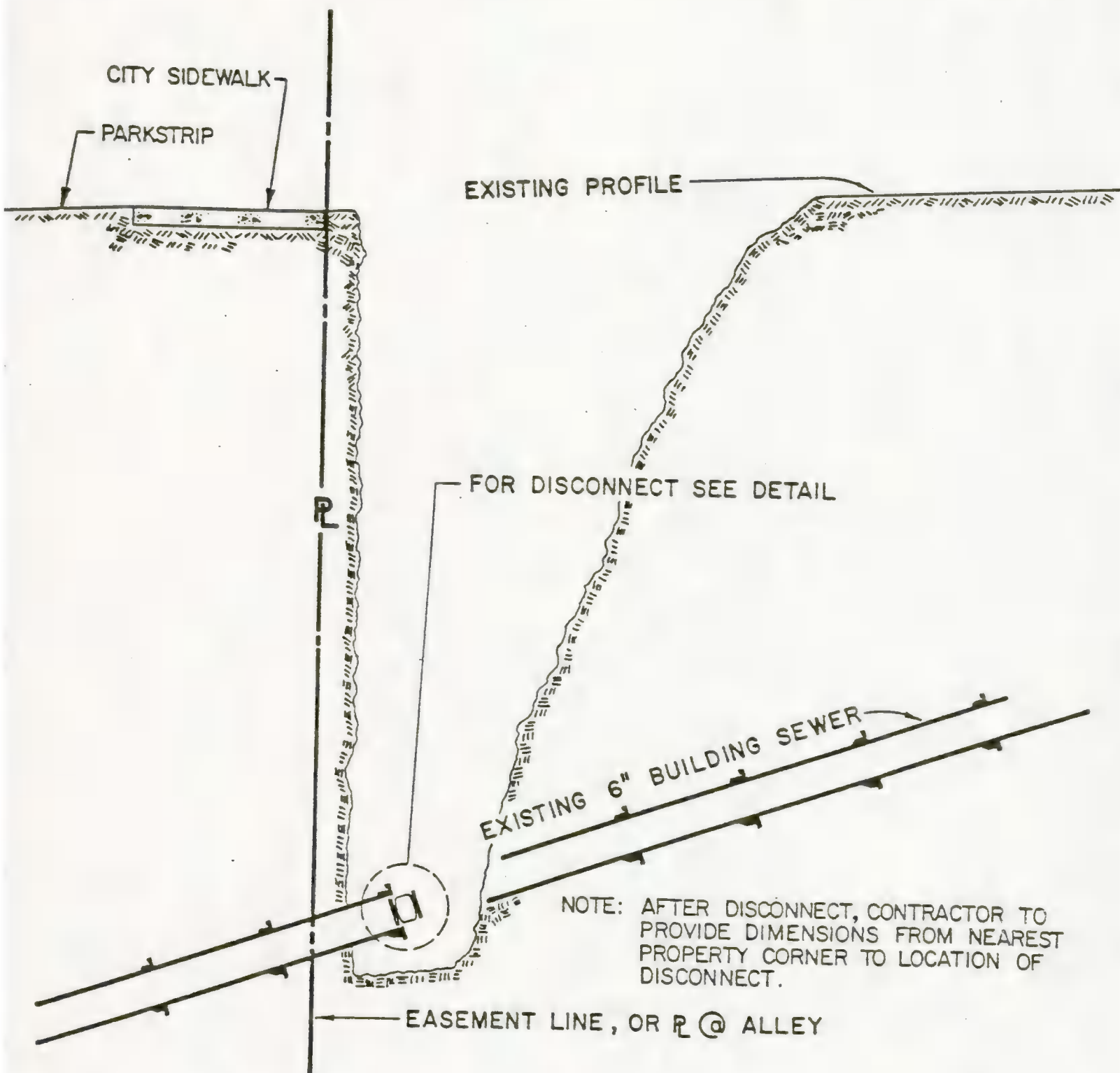
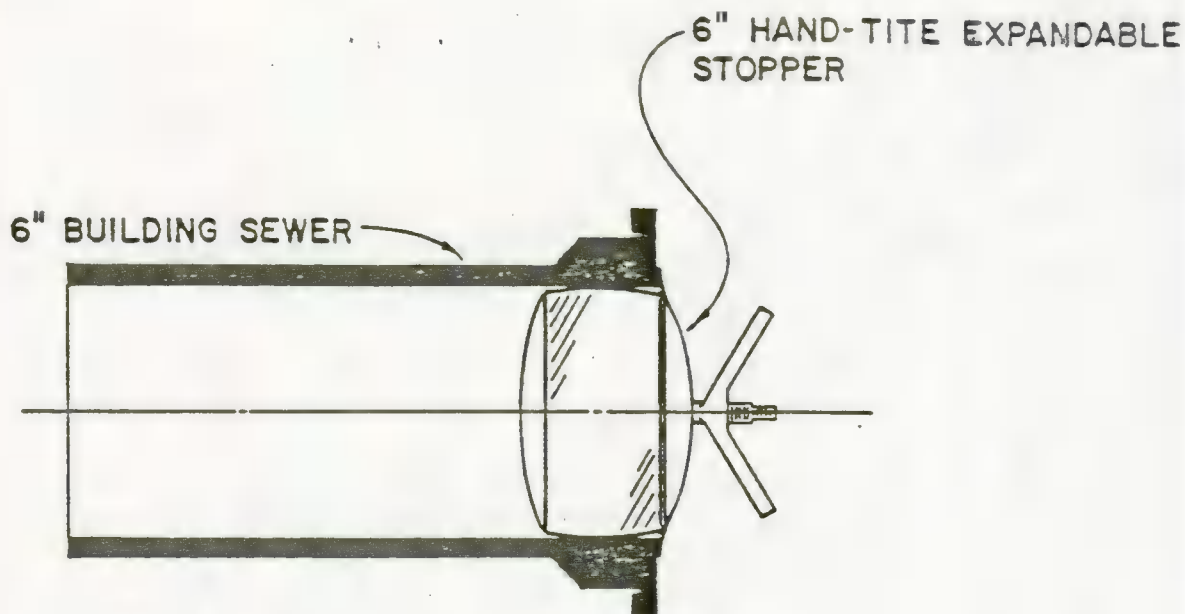
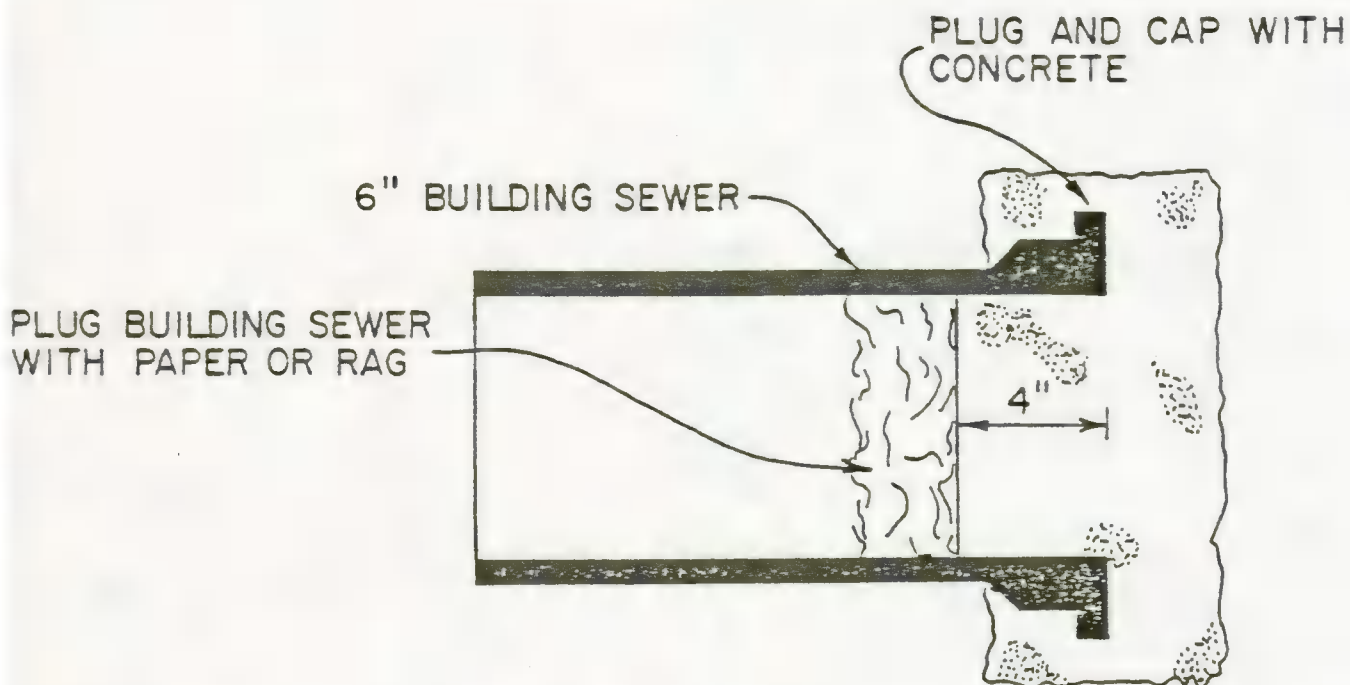


EXHIBIT "A"



NOTE: CONTRACTOR TO INSTALL PLUG AT BELL
OR TO MAKE A SQUARE CUT WITH APPROPRIATE TOOL.

DETAIL I



NOTE: CONTRACTOR TO INSTALL PLUG AT BELL OR TO MAKE
A SQUARE CUT WITH APPROPRIATE TOOL.

DETAIL II

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1199
BID DATE: _____

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (____%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of Firm

Type of Work

- 1.
- 2.
- 3.
- 4.

Submitted on: _____, 1984

By _____
(Company Name)

(Name & Title of Person Authorized
to sign)

Business Address:

Phone Number:

MARTIN ENTERPRISES, Inc.

- STEEL ERECTION
- EQUIPMENT RENTAL
- MACHINERY MOVING
- BUILDING WRECKING

522

FORT WAYNE, INDIANA 46801

PHONE: 447-5591 (Area Code 2

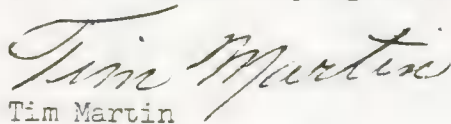
STATEMENT OF AFFIRMATIVE ACTION

April 4, 1985

Martin Enterprises, Inc., and its divisionss shall not discriminate against any employee or applicant for employment because of race, color, relegion, sex, national origin, ancestry or place of birth. Martin Enterprises, Inc. shall take such necessary action as necessary to insure that applicants are employed and employees are treated equally during employment without regard to race, color, relegion, sex, national origin, ancestry or place of birth.

As of this date Martin Enterprises employs in our skilled trade positions 17% minority employees, and we shall continue to strive to increase the employment of minority employees as our work load will allow.

Martin Enterprises is currently working with Indiana State Employment, and the work release program to recruit minority employees.


Tim Martin

President

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Tim Martin
Bidder or Agent

For Martin Enterprises Inc.
Firm or Corporation

Subscribed and sworn to before me this 2nd day of April, 1985

My Commission Expires

July 21, 1987

Robert Leon Gerke
Robert Leon Gerke, Notary Public

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to City Of Fort Wayne, Department Of Purchases

By Martin Enterprises Inc. { A Corporation
A Co-partnership
An Individual

Address 4315 Meyer Road, P.O.Box 522

Fort Wayne, In. 46801

Date submitted January 15, 1985

Filed _____

Submitted by Martin Enterprises Inc ☒ A Corporation
☐ A Co-partnership
☐ An Individual
Principal Office at 4315 Major Rd. P.O. Box 522 Ft Wayne, IN 46701
To City of Fort Wayne, Dept. of Purchasing

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- How many years has your organization been in business as a general contractor under your present business name? 13 years
- How many years experience in 13 construction work has your organization had: (a) As a general contractor 13 (b) As a sub-contractor 13
- What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
<u>127,457.⁰⁰</u>	<u>Demolition</u>	<u>1984</u>	<u>General Electric Co - Fort Wayne</u>
<u>515,782.⁰⁰</u>	<u>Erection</u>	<u>1982</u>	<u>Air Wisconsin - Fort Wayne</u>

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
<u>86,240.⁰⁰</u>	<u>Erection</u>	<u>1984</u>	<u>RKO-Pepsi Co. Bottlers</u>

- Have you ever failed to complete any work awarded to you? No If so, where and why?

- Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor.

- Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor.

- In what other lines of business are you financially interested?

8. For what corporations or individuals have you performed work, and to whom do you refer?

Home Corp., Fort Wayne, Ind.
Case Corp., Fort Wayne, Ind.
Fleming Excavating, Ellettsville, Ind.

9. For what cities have you performed work and to whom do you refer?

Fort Wayne, Ind. - Board of Park Commissioners
" " - City-County Bldg. Dept.

10. For what counties have you performed work and to whom do you refer?

Allen County, Ind. - Minimum Housing Dept.

11. For what State bureaus or departments have you performed work and to whom do you refer?

12. Have you ever performed any work for the U. S. Government? *yes*

If so, when and to whom do you refer?

air National Guard, Boer Field, Ft. Wayne, Ind.

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<i>Jim Martin</i>	<i>President</i>	<i>16</i>	<i>Management</i>	<i>President</i>
<i>John J. Smyth</i>	<i>Supervisor</i>	<i>15</i>	<i>Field Supervision</i>	<i>Manager</i>

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

We have inspected the site and studied the specifications to obtain knowledge of the existing conditions

2. Explain your plan or layout for performing the proposed work.

The work will commence as agreed and proceed until the job is completed within the required work period.

3. The work, if awarded to you, will have the personal supervision of whom? *Mrs. Martin*

4. Do you intend to do the hauling on the proposed work with your own forces? *Yes*

If so, give amount and type of equipment to be used.

Twelve 20 yard semi-dump trucks

5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? *None*

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased?

13. Do you propose to rent any equipment for this work? *Yes* If so, state type, quantity and reasons for renting.....

*All required equipment rented from
Martin Inc., Fort Wayne, In.*

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. *Yes*

Dated *Fort Wayne, In.* this *14th* day of *January*, 19*85*

Martin Enterprises Inc
(Name of Organisation)

By

Tim Martin
President

(Title of Person Signing)

STATE OF *Indiana*
COUNTY OF *Allen* } ss:

Tim Martin
President

being duly sworn, deposes and says that he is
of the above *Martin Enterprises Inc*
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this *14th* day of *January*, 19*85*

Robert Leon Gerke

Robert Leon Gerke

Notary Public

My Commission expires *7-21-87*

Contractor's Financial Statement

Submitted by Martin Enterprises, Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 4315 Meyer Rd. Fort Wayne, Ind.

To City of Fort Wayne, Ind. - Dept of Purchasing

Condition at close of business March 31

1984

ASSETS

	Dollars	Cts.
1. Cash: (a) On hand \$ _____, (b) In bank \$ <u>92,005.85</u> , (c) Elsewhere \$ _____	92,005	85
2. Notes receivable (a) Due within 90 days _____ (b) Due after 90 days _____ (c) Past due _____		
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____	181,320	12
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate (a) Amount receivable after deducting retainage _____ (b) Retainage to date, due upon completion of contracts _____		
5. Accounts receivable from sources other than construction contracts _____	5200	00
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____ (b) Recoverable after 90 days _____		
7. Interest accrued on loans, securities, etc. _____		
8. Real estate: (a) Used for business purposes _____ (b) Not used for business purposes _____		
9. Stocks and bonds: (a) Listed—present market value _____ (b) Unlisted—present value _____		
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____ (b) Other materials (present value) _____		
11. Equipment, book value _____	4575	14
12. Furniture and fixtures, book value _____		
13. Other assets _____		
Total assets	283,101	11

LIABILITIES

1. Notes payable: (a) To banks regular _____ (b) To banks for certified checks _____ (c) To others for equipment obligations _____ (d) To others exclusive of equipment obligations _____		
2. Accounts payable: (a) Not past due _____ (b) Past due _____	6938	67
3. Real estate encumbrances _____		
4. Other liabilities _____	54718	19
5. Reserves _____		
6. Capital stock paid up: (a) Common _____ (b) Common _____ (c) Preferred _____ (d) Preferred _____	1000	00
7. Surplus (net worth) _____	157986	25
Total liabilities	283,101	11

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold _____		
2. Liability on accounts receivable, pledged, assigned or sold _____		
3. Liability as bondsman _____		
4. Liability as guarantor on contracts or on accounts of others _____		
5. Other contingent liabilities _____		
Total contingent liabilities		

DETAILS RELATIVE TO ASSETS

1 (a) on hand
Cash (b) deposited in banks named below \$ 92,605.85
(c) elsewhere—(state where)

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
<u>First Wayne National</u>	<u>First Wayne, Pa.</u>	<u>Walter E. Ferguson, Inc.</u>	<u>92,605.85</u>

2 (a) due within 90 days
Notes receivable (b) due after 90 days \$ None
(c) past due

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? If so, state amount, to whom, and reason

3 Accounts receivable from completed contracts exclusive of claims not approved for payment \$ 181,320.12

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
<u>General Electric Co.</u>	<u>Remediation</u>	<u>127,451.00</u>	<u>113,952.88</u>
<u>Parvign Hospital</u>	<u>"</u>	<u>15,852.12</u>	<u>15,852.12</u>
<u>Cover Group</u>	<u>"</u>	<u>10,720.22</u>	<u>10,720.22</u>
<u>Casual Railway Service</u>	<u>Mach. Moving</u>	<u>6,426.00</u>	<u>6,426.00</u>
<u>Misc Accounts</u>	<u>Misc</u>	<u>34,368.82</u>	<u>34,368.82</u>

Have any of the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason

4 Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
(a) Amount receivable after deducting retainage \$ None
(b) Retainage to date due upon completion of contract

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged? If so, state amount, to whom, and reason

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts \$ 5200.00

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
Employee	Draw	-	5200.00

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$ None

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$ None

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$ None
book value { (b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

None

(b) Unlisted—present value.

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10

Materials in stock and not included in Item 4, Assets:

(a) For use on uncompleted contracts (present value)

(b) Other materials (present value)

None

[illegible]

11

Equipment at book value.

84575.14

[illegible]

Are there any liens against the above?

If so, state total amount.

None

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value \$ None

13 Other assets \$ None

DESCRIPTION	AMOUNT

TOTAL ASSETS = 283,101.11

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular \$ None
 (b) To banks for certified checks
 (c) To others for equipment obligations
 (d) To others exclusive of equipment obligations

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable { (a) Not past due \$ 69,386.17
 (b) Past due

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
Scheer Mechanical Contractors Inc	Sub Contract Work	4-15-84	31020.00
Trapp Freight Inc	" " "	4-15-84	18500.00
R.D. Inc	" " "	4-15-84	7852.46
Misc Vendors	Misc	4-15-84	12014.01

3 Real estate encumbrances (See Item 8, Assets) \$ None

4 Other liabilities \$ 54,718.19

DESCRIPTION	AMOUNT

5 Reserves \$ None

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS	

6 Capital stock paid up { (a) Common \$ 1000.00
 (b) Preferred

7 Surplus \$ 157,996.75

TOTAL LIABILITIES = 283,101.11

If a corporation answer this:

Amount for which incorporated..... 1000⁰⁰

Capital paid in cash..... 1000⁰⁰

When incorporated..... April 21, 1971

In what state..... Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Tim Martin - President

Elizabeth Martin - Secretary - Treasurer

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?..... Yes

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Martin Enterprises Inc.
Jim Martin

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF *Indiana* }
COUNTY OF *Allen* } ss:

Jim Martin being duly sworn, deposes and says that he is *President* of the *Martin Enterprises Inc.*, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

14th day of *January* 19*85*

Jim Martin
(Officer must sign here)

Robert Leon Gerke

Notary Public

My Commission Expires 7/21/87

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Tim Martin
Bidder or Agent

For Martin Enterprises Inc.

Firm or Corporation

Subscribed and sworn to before me this 14th day of January, 1985

My Commission Expires

July 21, 1987

Robert Leon Gerke
Robert Leon Gerke

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of amount of attached bid-----

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

on _____ Dollars
of _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

XX [Signature]

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

MARTIN ENTERPRISES, INC.

Name of Bidder—Print or Type

By X [Signature]
Signature of Person Authorized to Sign

Title Pres

4315 Meyer Road, P.O. Box 522
Street Name and Number

Fort Wayne, IN 46801
City, State and Zip Code

Date May 1, 1985

SEE COVER LETTER

RELIANCE INSURANCE COMPANY

Name of Company — Print or Type

Incorporated
In the State of: Pennsylvania

Address 4 Penn Center Plaza
Philadelphia, PA 19103

By X [Signature]
Attorney-in-Fact

Witnessed by:

XX [Signature]

SURETY

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 1st day of May 19 85



Assistant Secretary

DIGEST SHEET

85-05-05

TITLE OF ORDINANCE: SPECIALDEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the demolition of various houses under the Safe Housing Enforcement Division.

EFFECT OF PASSAGE: The City of Fort Wayne can eliminate these houses that are condemned and beyond repair.

EFFECT OF NON-PASSAGE: The continued existence of these unsightly and unsafe houses.

MONEY INVOLVED (Direct costs, Expenditures, Savings):
Martin, Inc. - \$300.00; Richard Ness Excavating - \$19,439.00.

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-05-05

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City

Purchase Order Numbers A-39908 and A-39909 with Martin, Inc. and Richard
Ness Excavating, respectively, for the Safe Housing Enforcement Division
of the City of Fort Wayne, Indiana

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

NO

B. A. Eisbart

BEN A. EISBART
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY
VICE CHAIRWOMAN

Samuel J. Talarico

SAMUEL J. TALARICO

Thomas C. Henry

THOMAS C. HENRY

James S. Stier

JAMES S. STIER

CONCURRED IN 5-28-85

SANDRA E. KENNEDY
CITY CLERK